

REQUEST FOR PROPOSAL (RFP)
TO PROVIDE HEALTHCARE SERVICES
YELOWSTONE COUNTY DETENTION FACILITY

Billings, Montana

June 7, 2016

Yellowstone County is requesting proposals for a comprehensive healthcare delivery system at the Yellowstone County Detention Facility (YCDF), located at 3165 King Avenue East, Billings, Montana. YCDF houses adult male and female detainees as well as sentenced inmates and inmates from other jurisdictions, both federal and state. The average daily population at YCDF for the past 12 months has been 480, and the average length of stay is 200 days. A contract will be offered to the Proposer who submits the best proposal in compliance with this RFP. The contract will be for 12 months commencing September 1, 2016, with an option to renew for up to 36 additional months upon satisfactory performance. The specifications that need addressed are attached.

All proposals must be labeled "Healthcare Services, Yellowstone County Detention Facility" in the lower right hand corner and mailed in triplicate (1 original and 2 copies) to the Board of County Commissioners, P.O. Box 35000, Billings, Montana, 59107, or delivered to their office, Room 403, located on the fourth floor of the Yellowstone County Courthouse, 217 N. 27th Street, Billings, Montana, 59101. Proposals must be received no later than 5:00 p.m. June 20, 2016. All proposals received by this time and date will be opened and read aloud at 9:30 a.m., on June 21, 2016, in the Commissioners Board Room, Room 403A of the County Courthouse. Proposals received after the aforementioned date will not be considered.

All Montana laws pertaining to resident bidders, both state and county, will be adhered to, if applicable. In addition, the successful healthcare vendor, in performance of work under an Agreement the result of their response to this RFP, must fully comply with all applicable federal,

state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, the Age Discrimination Act of 1975, the American with Disabilities Act of 1990. Any subletting or subcontracting by the successful healthcare vendor subjects those sub-contractors to the same provisions of this RFP and any subsequent Agreement herein. In accordance with Section 49-3-207, MCA, the successful healthcare vendor agrees that the hiring of persons to perform the Agreement will be made on the basis of merit and qualifications, and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing under Agreement.

Information relating to the proposal specifications should be addressed to Kevin Gillen, Yellowstone County Attorney's Office, at (406) 256-2977. Questions concerning the procedure for submitting proposals may be addressed to Steve Krogstad, Yellowstone County Purchasing Agent, at (406) 256-2717.

The Board of County Commissioners reserves the right to reject any or all proposals received, to waive informalities, to evaluate the proposals submitted and to accept the proposal that best serves the interests of Yellowstone County.

Done by Order of the Board of County Commissioners, Yellowstone County, Montana
this 7th day of June, 2016.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

Bill Kennedy, Chair

ATTEST:

Jeff Martin, Clerk and Recorder

PROJECT OVERVIEW: OBJECTIVES OF THIS RFP

Each response will be evaluated as to its achievement and compliance with the following stated objective:

1. To deliver high quality healthcare services 24 hours a day, seven (7) days a week, that can be audited against established standards.
2. To operate the healthcare program in a cost-effective manner with full reporting and accountability to the Yellowstone County Sheriff, the YCDF Commander and Yellowstone County.
3. To operate the healthcare program at staffing levels as agreed, and to use only licensed, certified and professionally-trained personnel.
4. To implement a written healthcare plan with clear objectives, policies and procedures.
5. To maintain an open and cooperative relationship with YCDF administration and staff.
6. To maintain complete and accurate records of care and to collect and analyze health statistics on a regular basis.
7. To operate the healthcare program in a humane manner with respect to the inmate's right to basic healthcare services.
8. To provide for a fair and objective evaluation of proposals that will result in a mutually satisfactory Agreement between the successful Proposer and Yellowstone County.

MINIMUM QUALIFICATIONS FOR ALL PROPOSERS

Yellowstone County requires that any Proposer meet the following minimum qualifications and conditions. Failure to meet each of these qualifications and conditions may result in the Proposer's disqualification.

1. The Proposer must be organized and existing for the primary purpose of providing correctional healthcare services.

2. The Proposer must have at least five (5) continuous years of corporate experience in administering correctional health programs.

3. The Proposer must carry professional liability insurance in an amount of \$750,000.00 per occurrence and \$1.5 million in the annual aggregate. This insurance must cover the Proposer's organization and all of its employees, and Proposer must provide proof of the same level of coverage for sub-contractors used. A certificate of insurance naming Yellowstone County as additionally insured must be submitted prior to execution of any Agreement. This certificate must name Yellowstone County as an additional insured party. A sample certificate showing actual coverage limits must be submitted with this proposal.

4. Proposer shall defend, indemnify and hold harmless Yellowstone County and YCDF from and against any and all claims, demands, obligations, causes of actions and lawsuits and all damages and liabilities fines, judgments, costs (including settlement costs) and expenses associated therewith (including reasonable attorney fees and disbursements), arising from incidents the result of Proposer's negligence including but not limited to the diagnosis and treatment of inmates at YCDF during the term of Agreement and for which Yellowstone County and YCDF's sole basis of liability is vicarious liability for the acts or omissions of the Proposer. The indemnity and defense obligations under this paragraph shall not be limited by any

assertions or finding that Yellowstone County or YCDF is liable for any damages by reason of a non-delegable duty.

5. Specific requirements for Worker's Compensation: Proposer is required to maintain worker's compensation insurance or an independent contractor exemption issued by the Montana Department of Labor covering the Proposer and/or employees, including volunteers. Proposer is not, nor is Proposer's employees and/or volunteers, employees of Yellowstone County or YCDF. This insurance/exemption must be valid for the entire period of Agreement.

6. Proposer must provide general liability insurance coverage for at least \$750,000.00 for each claim and \$1.5 million for each occurrence and automobile liability coverage for owned, non-owned, and rented automobiles. A sample certificate showing actual coverage limits must be submitted with the proposal.

7. The Proposer must demonstrate its ability to provide a healthcare system specifically for a detention facility like YCDF. It must be able to demonstrate that it can complete the startup process in 30 days for the Agreement award date, and that it has a proven system of recruiting staff and adequate support staff capable of competently supervising and monitoring its operation.

MANDATORY REQUIREMENTS FOR ALL PROPOSALS

Proposals need to be mailed to the contact listed above in this RFP at the shown address.

All proposals must contain the following special information:

1. All proposals must contain sufficient information concerning the Inmate Healthcare Program such that Yellowstone County representatives may evaluate whether or not the Proposer meets “Minimum Qualifications for All Proposers”.

2. All proposals must list by name, address and administrator name (with phone number), at least three (3) correctional institutions where Proposer is providing medical care and the length of time each contract has been in effect. This list will be used as a source of reference for the Proposer.

3. A statement that policies and procedures for the medical program will be developed by the Proposer and will be based on acceptable correctional medical healthcare standards.

4. All proposals must contain a full and complete staffing plan with a statement as to the staff positions and titles and the number of actual hours per week to be worked on-site at YCDF. Also, the proposal must state clearly how any temporary vacancy will be handled and whether each scheduled shift will be worked during such vacancy.

5. The proposal must state in detail how medical care for inmates at YCDF will be delivered.

6. In order to better understand all of the working terms being proposed, the Proposer shall provide with its response to this RFP a sample contract for consideration, in case the Proposer should be awarded the contract.

7. All proposals must contain a specific annualized price for a base population up to 500 inmates for all medical care rendered under the resulting contract taking into account the costs attributed to YCDF, including but not limited to, maintenance and upkeep of current medical space in the Facility. Provider must state one annualized price for the first year of the Agreement (and monthly price), and another annualized price (or price escalation factor) for subsequent year(s). Any other exceptions to the specific price shall be stated.

8. Each proposal shall describe how billing to Yellowstone County will be handled, and the expected terms for payments by the County to the Proposer.

9. Proposer must be willing to sign a contract within ten (10) days of contract award date and be ready to begin services within 30 days of the contract award.

SCOPE OF CONTRACT

Except as provided below, the proposer who is selected to provide the service described in this RFP (hereinafter “Provider”) shall be the sole supplier and/or coordinator of the healthcare delivery system at YCDF. Provider shall be responsible for all medical care for all inmates at YCDF. The term “medical care” includes both “mental healthcare” as well as “dental care”. This responsibility of provider for the medical care of an inmate commences with the commitment of the inmate to the custody of YCDF and ends with the discharge (or temporary release) of the inmate from the custody of the County at YCDF.

Yellowstone County reserves the right to award a contract for inmate dental services or inmate mental health services separate and apart from this RFP.

All inmates, however classified (federal holds, out of county holds or inmates otherwise held at YCDF) are included in the Provider’s responsibility to deliver medical care at YCDF.

SPECIFICATIONS

The winning Proposer, hereafter referred to as ‘Provider’, will operate under the following Specifications with regard to the resulting contracted program, unless other terms are agreed to by the parties.

1. Healthcare services must be provided in substantial compliance with acceptable correctional healthcare standards.

2. Provider must recruit, interview, hire and supervise all healthcare staff and such healthcare staff must pass security background checks as prescribed by YCDF. In addition, the healthcare staff must be adequate to meet all conditions and specifications as set forth in this RFP, the proposal selected and resulting contract. All licensed medical staff providing services at YCDF under this contract must be licensed to practice in the State of Montana.

3. Provider shall coordinate with YCDF staff to complete/review all inmate intake screen forms on new commitments to YCDF within twenty-four (24) hours of arrival at YCDF. Such review will be conducted by a licensed medical professional.

4. The receiving screening instrument should comply with appropriate correctional standards of medical care. A standard form will be developed and used by Provider for purposes of recording the information of the receiving screening and will be included in the health record for the inmate; and

5. Provider shall perform a comprehensive Health Assessment on any inmate within fourteen (14) calendar days (or such other stricter time limit as required) of the arrival of the inmate at YCDF. Such assessment shall be performed by a qualified medical professional.

6. Provider shall identify the need, schedule and coordinate any hospital care and/or supporting diagnostic examinations of any inmate at YCDF. Payment for such services,

including medicines, shall be the responsibility of the inmate or Yellowstone County as limited as to payment responsibility.

7. Provider shall provide the necessary follow-up for health problems identified by any of the screening tests or laboratory results.

8. Provider shall provide support services for blood draws taken in connection with DUI prosecutions.

9. Provider shall identify the need, schedule, and coordinate mental health services rendered to inmates at YCDF. Payment for such services shall be the responsibility of the inmate or Yellowstone County as limited as to payment responsibility.

10. Provider shall provide the dental program for the inmate population at YCDF. Dental screening shall be given to all detainees within fourteen (14) calendar days of admission to YCDF.

11. Provider shall provide a total pharmaceutical system for YCDF beginning with the physician's prescribing of medication, the filling of the prescription, the administration of medications and the necessary record keeping.

12. The pharmaceutical system shall include prescription medications and over the counter medications. All prescription medications shall be prescribed by the responsible physician. All control substances, syringes, needles and surgical instruments will be stored under security conditions acceptable to YCDF.

13. Provider shall provide for and pay for all equipment and supplies (not otherwise provided), that are used in the healthcare delivery system under this RFP.

14. Provider shall maintain complete and accurate medical and dental records separate from YCDF inmate confinement records. In any criminal or civil litigation where the

physical or mental condition of an inmate is at issue, Provider shall provide the Sheriff or YCDF Commander with access to such records and, upon request, provide copies.

15. Provider shall provide a consultation service to the Sheriff or YCDF Commander on any and all aspects of the healthcare delivery system at YCDF including evaluations and recommendations concerning new programs, architectural plans, staffing patterns for new facilities and on any other matter relating to this contract upon which YCDF or Yellowstone County seeks advice or information.

GENERAL CONDITIONS

1. The duration of this contract shall be from September 20, 2016 until September 20, 2017. Thereafter, this agreement may be extended, upon agreement of the parties, for five (5) subsequent one-year terms.

2. The healthcare delivery system must conform to acceptable correctional medical healthcare standards.

3. Provider shall be required to examine and treat any inmate in segregation or who is otherwise unable to attend sick call in the unit of said inmate. Provider shall be required to render emergency care at any location on YCDF property.

4. Provider shall have sole responsibility in all matters of medical, mental health and dental judgment. Provider shall have primary but not exclusive responsibility for the identification, care and treatment of inmates requiring medical care and who are security risks or who present a danger to themselves or to others. On these matters of mutual concern, the YDCF Commander shall support, assist and cooperate with Provider, and Provider shall support, assist and cooperate with the YCDF Commander whose decision in any non-medical matter shall be final. All decisions involving the exercise of medical, mental health or dental judgment are still the responsibility of the Provider.

5. Policies and procedures of the Provider relating to medical care are to be established and implemented solely by the Provider. In areas that impact upon security and general administration of YCDF, the policies and procedures of the Provider are subject to review and approval by YCDF.

6. Either party to the contract may terminate the Agreement without cause by giving at least 60 days written notice to the other party.

7. Neither the obligations nor the rights of the Provider under any resulting contract may be assigned by the Provider without the express written consent of Yellowstone County whose consent shall not be unreasonably withheld.

8. The resulting contract will be governed and construed according to the laws of Montana.